

1 BILL NO. S-80-12-24

2 SPECIAL ORDINANCE NO. S-08-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 328-80
6 between the City of Fort Wayne, Indiana,
and Ground Services, Inc., Contractor
for installation of sanitary sewer.

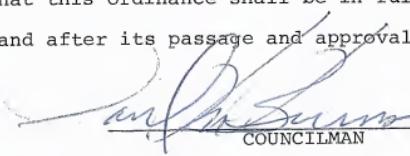
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

9
10 SECTION 1. That a certain contract, dated December 16,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works and Ground Services,
13 Inc., Contractor for:

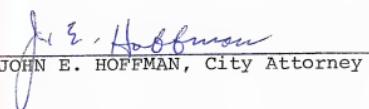
14 construction of an eight, ten and
15 twenty-seven inch sanitary sewer from
16 the intersection of West State Boulevard
and Westgate Drive to the intersection
17 of Neuhaus Drive and Betty Avenue and
areas adjacent thereto,

18 under Board of Public Works Sewer Improvement Resolution No.
19 328-80, at a total cost of \$387,910.00, all as more particu-
20 larly set forth in said Contract which is on file in the Of-
21 fice of the Board of Public Works and is by reference incor-
22 porated herein and made a part hereof, be and the same is in
23 all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full
25 force and effect from and after its passage and approval by
26 the Mayor.


COUNCILMAN

27
28 APPROVED AS TO FORM AND
29 LEGALITY DECEMBER 18, 1980.

30
31 
JOHN E. HOFFMAN, City Attorney

32

Read the first time in full and on motion by Burns,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 12-23-80, the 19 day of December, M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Gia Quinta, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>		<u>1</u>	
<u>BURNS</u>	<u>X</u>				
<u>EISBART</u>	<u>X</u>				
<u>GiaQUINTA</u>	<u>X</u>				
<u>NUCKOLS</u>				<u>X</u>	
<u>SCHMIDT, D.</u>	<u>X</u>				
<u>SCHMIDT, V.</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 1-08-81
on the 13th day of January, 19 81.

ATTEST: (SEAL) James Stier

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of January, 19 81, at the hour of
11:00 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan.
19 81, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

S-80-12-34

BILL NO. _____

REPORT OF THE COMMITTEE ON CITY UTILITIES

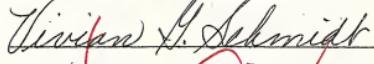
WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution
No. 328-80 between the City of Fort Wayne, Indiana, and Ground
Services, Inc., Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DOES PASS.

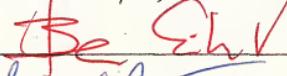
PAUL M. BURNS, CHAIRMAN



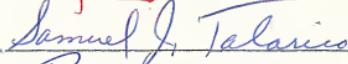
VIVIAN G. SCHMIDT, VICE CHAIRMAN



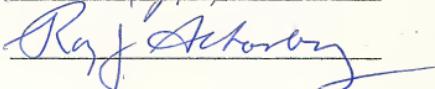
BEN A. EISBART



SAMUEL J. TALARICO



ROY J. SCHOMBURG



CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 328-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between GROUND SERVICES, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

LATERAL #5

Beginning at a proposed manhole structure which is a part of Phase I of Resolution of 327-80 located 20± LF north of and 20± LF east of the intersection of West State Boulevard and West State Court; thence northerly 1035± LF terminating at a proposed manhole located 1055± LF north of and 20± LF east of said intersection of West State Boulevard and West State Court.

LATERAL #6

Beginning at a proposed manhole structure which is a part of Phase III of Resolution 329-80 located 20± LF North of and 700± LF west of the intersection of West State Boulevard and West State Court; thence northerly 250± LF to a manhole located 270± LF north and 705± LF west of the intersection of West State Boulevard and West State Court; thence easterly 205± LF to a proposed manhole located 270± LF north of and 500± LF west of the intersection of West State Boulevard and West State Court; thence northerly 600± LF terminating at a proposed cleanout located 180± LF north of and 15± LF east of the intersection of Washington Court East and Washington Court North.

LATERAL #7

Beginning at a proposed manhole located 15± LF east of and 15± LF north of the intersection of Washington Court East and Washington Court North; thence westerly 555± LF to a manhole located 30± LF west of and 15± LF north of the intersection of Hillegas Road and Washington Court East; thence southerly 395± LF terminating at a proposed manhole located 200± LF south of and 30± LF west of the intersection of Irene Court and Hillegas Road.

LATERAL #8

Beginning at a proposed manhole located 15± LF north of and 30± LF west of the intersection of Hillegas Road and Irene Court; thence westerly 795± LF terminating at a proposed manhole located 15± LF north of and 825± LF west of Hillegas Road and Irene Court.

LATERAL #9

Beginning at a proposed manhole structure which is a part of Phase I Resolution 327-80 located 20± LF north of the intersection of West State Boulevard and Westgate Drive; thence southerly 1910± LF to a proposed manhole located 1890± LF south of and 10± LF east of the intersection of West State Boulevard and Westgate Drive; thence curving southwesterly 315± LF to a proposed manhole located 25± LF south of 10± LF west of the intersection of Leesburg Road and Westgate Drive; thence southeasterly 665± LF to a proposed manhole located 10± LF north and 20± LF west of the intersection of Leesburg Road and Bass Road; thence easterly 205± LF to a proposed manhole located 9± LF north and 5± LF east of the intersection of Bass Road and Neuhaus Drive; thence northerly 1385± LF terminating at a proposed cleanout located 30± LF north of and 8± LF west of the intersection of Neuhaus Drive and Betty Avenue.

LATERAL #9A

Beginning at a proposed manhole structure located at the intersection of Westgate Drive and York Drive; thence easterly 350± LF to a proposed manhole located 350± LF east of the intersection of Westgate Drive and York Drive; thence northerly 165± LF terminating at a proposed manhole located 165± LF north and 350± LF east of the intersection of Westgate Drive and York Drive.

LATERAL #9B

Beginning at a proposed manhole located 9± LF north of and 5± LF east of the intersection of Bass Road and Neuhaus Drive; thence easterly 340± LF terminating at a proposed manhole located 9± LF north and 345± LF east of the intersection of Bass Road and Neuhaus Drive.

Said sewer shall be 8", 10" and 27" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11052, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$387,910.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

27" RCP Class III	Thirty-five dollars and no/100	35.00
10" Sewer Pipe	Seventeen dollars and no/100	17.00
8" Sewer Pipe	Sixteen dollars and no/100	16.00
STD M-H Type I-J	One thousand dollars and no/100	1,000.00
STD M-H Type VI-J	One thousand five hundred dollars and no/100	1,500.00

STD Cleanout	Four hundred dollars and no/100	400.00
6" "T" or "WYE" Tapping Unit	Twenty-five dollars and no/100	25.00
6" Building Sewer Pipe	Eight dollars and no/100	8.00
Special Backfill	Eight dollars and no/100	8.00
#53 or #73 Special Backfill	Ten dollars and no/100	10.00
6" Stone Surface (Driveways)	Two dollars and no/100	2.00
4" Asphalt (Driveways)	Fifteen dollars and 50/100	15.50
6" Concrete (Driveways)	Ten dollars and no/100	10.00
4" Concrete Walkway	Ten dollars and no/100	10.00
Double Chip & Seal (Streets)	One dollar and 75/100	1.75
2" Asphaltic Surface (Streets)	Five dollars and no/100	5.00
10" Deep Strength Asphalt (Streets)	Twenty dollars and no/100	20.00
Seeding & 1" Mulch	No dollars and 50/100	0.50
Brush & Tree Removal	One thousand dollars and no/100 per lump sum	1,000.00
8"-15" Culvert Pipe (Incl. Headwalls)	Twenty dollars and no/100	20.00
8"-12" Field Tile Replacement	Ten dollars and no/100	10.00
12" Revetment Rip-Rap	Ten dollars and no/100	10.00
STD City of Fort Wayne Tap Permit	Forty-five dollars and no/100	45.00
6" Stone Berm Replacement	Ten dollars and no/100	10.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 328-80
- B. Instructions to Bidders for Contract No. 328-80
- C. Contractor's Proposal Dated October 21, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11052
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.

- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1, 2 and 3.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Ground Services, Inc.

BY: Gordon McHenry
Gordon McHenry President

BY: Gordon McHenry Jr.
Gordon McHenry Jr., Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses
Win Moses, Jr., Mayor

ATTEST:

Sandra E Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Shaffer

BOARD OF PUBLIC WORKS

Mark L. Akers
Mark L. Akers, Chairman

Robert Anderson Staten
Robert Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of
_____, 19____.



UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That Ground Services, Inc.

hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works, One Main Street, Fort Wayne, Indiana

as Obligee, hereinafter called Owner, in the amount of Three Hundred Eighty-seven Thousand, Nine

Hundred, Ten and .00/100 Dollars (\$ 387,910.00--), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS., Contractor has by written agreement dated 19....., entered into a contract with Owner for
Resolution #328-1980, Neuhaus Interceptor Sanitary Sewer.

in accordance with drawings and specifications prepared by (Here insert full name, title and address)

....., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th day of December, 19⁸⁰

in the presence of:

Roxanna L. Heck ^(Witness)
YASTE, ZENT & RYE, INC., Agents

Becky L. Lillerson ^(Witness)

By Gordon McHenry (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Ronald B. Watson (Seal)

By Attorney-in-fact (Seal)

GENERAL POWER OF ATTORNEY

No. 87671

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~may~~ ~~had~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March A. D. 19 77

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... James A. Mappus
Vice-President.
(SEAL) (Signed) John C. Vaeth, Jr.
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 28th day of March, A. D. 1977, before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19....78.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND } Sct.
BALTIMORE CITY, }

L. Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March, A. D. 1977

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

DIGEST SHEET*2-80-12-34*

TITLE OF ORDINANCE Spy Run Area Sanitary Improvement Sewage Works Grant No. C-180599-07; Sewer Resolution No. 328-80;

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE A contract with Ground Services, Inc., to construct 8, 10 and 27 inch sanitary sewers from the intersection of West State Blvd and Westgate Drive to the intersection of Neuhaus Drive and Betty Ave and areas adjacent thereto all in accordance with plans and specifications of the W.P.C. Utility.

EFFECT OF PASSAGE Improvement to the water quality in the Spy Run area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of State and Federal Funds to improve Fort Wayne environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost \$387,910.00 which will be paid by USEPA (75%), State (10%) and City Utilities (15%).

ASSIGNED TO COMMITTEE (PRESIDENT) City Utilities